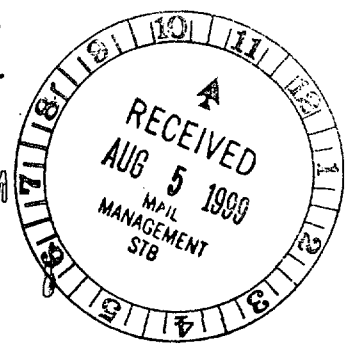


RECORDATION NO. 19605 FILED 2

TRUST INDENTURE SUPPLEMENT NO. 11 (L-13B)
(UTC Trust No. 1995-A)
(L-13B)



This Indenture Supplement No. 11 (L-13B) (UTC Trust No. 1995-A) dated July 2, 1999 (this "*Indenture Supplement*") between STATE STREET BANK AND TRUST COMPANY (the "*Owner Trustee*"), a Massachusetts trust company, not in its individual capacity but solely as trustee under the Trust Agreement (UTC Trust No. 1995-A) (L-13B) dated September 20, 1995 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and BNY Capital Funding Corp., a New York corporation, as Owner Participant, and The First National Bank of Chicago, a national banking association, as Indenture Trustee (the "*Indenture Trustee*");

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1995-A) (L-13B) dated September 20, 1995 (the "*Indenture*") between the Owner Trustee and the Indenture Trustee provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Units to the Indenture Trustee;

WHEREAS, upon the occurrence of an Event of Loss occurring with respect to one or more Units, one or more Replacement Units may be substituted for such Unit(s) (unless otherwise defined herein, capitalized terms used herein shall have the respective meanings specified in Appendix A of the Indenture);

WHEREAS, Section 6.07 of the Indenture provides for the execution and delivery of Indenture Supplements which shall particularly describe the Replacement Unit(s) and which shall specifically submit such Replacement Unit(s) to the Lien of the Indenture and this Indenture Supplement;

WHEREAS, Section 6.06 of the Indenture provides for the execution by the Indenture Trustee of an instrument releasing its Lien in and to such Unit(s) suffering an Event of Loss once Replacement Unit(s) have been made subject to the Lien of the Indenture; and

WHEREAS, the Indenture includes the Units described in the copy of Lease Supplement No. 11 (L-13B) attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein,

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and Make-Whole Amount, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Unit described in the copy of Lease Supplement No. 11 (L-13B) attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

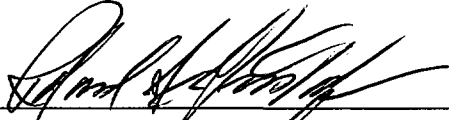
This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Replacement Unit referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.


AND FURTHER, the Indenture Trustee hereby releases all of its right and interest in and to and its Lien in, on and to the Unit suffering an Event of Loss identified in the aforesaid Lease Supplement No. 11 (L-13B) Schedule A as of the date hereof and hereby acknowledges that such Unit suffering an Event of Loss is no longer subject to the pledge and mortgage of the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and the Indenture Trustee have caused this Indenture Supplement to be duly executed by their duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company,
not in its individual capacity, but solely
as Owner Trustee

By: 
Name: **Roland S. Gustafsen**
Title: **ASSISTANT VICE PRESIDENT**

The First National Bank of Chicago,
as Indenture Trustee

By: 
Name: **JANICE OTT ROTUNNO**
Title: **VICE PRESIDENT AND
ASSISTANT SECRETARY**

STATE OF MASSACHUSETTS)
) SS
COUNTY OF Suffolk)

On this 20th day of JULY, 1999, before me personally appeared Roland S. Gustafsen, to me personally known, who being by me duly sworn, say that he is ASSISTANT VICE PRESIDENT of State Street Bank and Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly Ann Burack
Notary Public

BEVERLY ANN BURACK

Notary Public

My Commission Expires April 16, 2004

[Notarial Seal]

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20th day of July, 1999, before me personally appeared Janice OTT Bohner, to me personally known, who being by me duly sworn, say that he is Vice President of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane Mary Wuertz
Notary Public



[Notarial Seal]

My commission expires:

**EXHIBIT A
TO
TRUST INDENTURE SUPPLEMENT NO. 11 (L-13B)
(UTC Trust No. 1995-A) (L-13B)**

**LEASE SUPPLEMENT NO. 11 (L-13B)
(UTC Trust No. 1995-A)
(L-13B)**

Dated July 2, 1999

Between

STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity except
as expressly provided herein but
solely as Owner Trustee,

Lessor

And

UNION TANK CAR COMPANY,

Lessee

COVERED HOPPERS AND TANK CARS